

BILL NO. A-72-09-13

SPECIAL ORDINANCE NO. S- 8-84-72

AN ORDINANCE approving contract BOWEN ENGINEERING CORPORATION for construction of Large Scale Demonstration of Treatment of Storm-Caused Overflow By the Screening Method - Section V

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The contract approved September 22, 1972, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and BOWEN ENGINEERING CORPORATION, for:

Construction of Large Scale Demonstration of Treatment of Storm-Caused Overflow By the Screening Method - Section V

for a total cost of \$1,292,024.00, of which the City will share with Environmental Protection Agency, all as more particularly set forth in said contract, which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.


Councilman

*Approved as to form
and legality
John W. Logan
Associate City Attorney*

Read the first time in full and on motion by Moses seconded by Hinga and duly adopted, read the second time by title and referred to the Committee on Public Works (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____, 19____, at _____ o'clock P.M., E.S.T.

Date: 9-26-72

Charles W. Tustemune
CITY CLERK

Read the third time in full and on motion by Moses seconded by Hinga and duly adopted, placed on its passage. Passed (~~100%~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____	to-wit:
Burns	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Hinga	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Kraus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nuckols	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Moses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Schmidt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Schmidt, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Stier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Talarico	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Date 10-10-72

Charles W. Tustemune
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 1-84-72 on the 10th day of October, 1972.

ATTEST: (SEAL)

Charles W. Tustemune
CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of October, 1972 at the hour of 9:00 o'clock 4 M., E.S.T.

Charles W. Tustemune
CITY CLERK

Approved and signed by me this 11th day of October, 1972 at the hour of 10:00 o'clock A M., E.S.T.

Jan A. Lebamoff
MAYOR

Bill No. S-72-09-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance
approving contract BOWEN ENGINEERING CORPORATION for
construction of Large Scale Demonstration of Treatment
of Storm-Caused Overflow By the Screening Method - Section V.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

William T. Hinga - Vice-Chairman

Samuel J. Talarico

Eugene Kraus, Jr.

Donald J. Schmidt

W. L. Hinga Jr
William T. Hinga
Samuel J. Talarico
Eugene Kraus Jr
D. Schmidt

DATE 10-10-72 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

CONTRACT

THIS CONTRACT, made the 22nd day of September, 1972, by and between BOWEN ENGINEERING CORPORATION, hereinafter called the "Contractor" and the CITY OF FORT WAYNE, INDIANA, a municipal corporation, hereinafter called the "Owner", WITNESSETH, that the Contractor and the Owner, for the consideration stated herein, agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform everything required to be performed and shall provide and furnish all of the labor, materials, necessary tools, equipment, and all utility and transportation services required to perform and complete in a workmanlike manner the construction of

LARGE SCALE DEMONSTRATION OF TREATMENT OF STORM-CAUSED OVERFLOW BY THE SCREENING METHOD - SECTION FIVE

for the Owner, all in strict accordance with the Drawings and Specifications, including any and all addenda, prepared by Henry B. Steeg & Associates, Inc., Engineers, which Drawings and Specifications are made a part of this Contract, and in strict compliance with the Contractor's proposal and the other contract documents herein mentioned which are a part of this Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

ARTICLE II. THE CONTRACT PRICE. The Owner shall pay to the Contractor for the performance of this Contract, subject to any additions or deductions provided therein, in current funds, the contract price of

One-Million, Two Hundred Ninety-Two Thousand, Twenty-Four Dollars

(\$1,292,024.00)

Payments are to be made to the Contractor in accordance with and subject to the provisions embodied in the documents made a part of this Contract.

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. This Contract consists of the following component parts, all of which are as fully a part of this Contract as if herein set out verbatim or, if not attached, as if hereto attached.

1. This Agreement
2. The Contractor's Proposal
3. Advertisement
4. Specifications, Including Addendum No. 1
 - a. General Conditions
 - b. Information to Bidders
 - c. Detailed Specifications
 - d. Specifications for Section Three (Storm Water Pump and Screening Equipment)
5. Drawings
 - a. Detailed Drawings
 - b. General Drawings

In the event that any provision in any of the above component parts of this Contract conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically, except as may be otherwise specifically stated.

ARTICLE IV. GUARANTEE. The Contractor hereby agrees to protect the Owner against imperfections in materials, equipment and workmanship, which may be or which may become apparent during the period of construction or erection, or which may develop within a period of one (1) year subsequent to the date of final acceptance by the Owner and the Contractor shall, at his own expense, remove and replace in whole or in part any such work, materials, or equipment which may prove defective or unsuitable for the service performed or to be performed and/or which may show unreasonable deterioration within said period, upon the written demand and to the full satisfaction of the Owner.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed in four (4) original counterparts the day and year first above written.

(SEAL)

Attest:

Norman L. Givens
Project Engineer
Title

BOWEN ENGINEERING CORPORATION
Contractor

By Robert L. Bowen
President
Title

(SEAL)

Attest:

Edna L. Smith
Clerk
Title

CITY OF FORT WAYNE, INDIANA
Owner

By J. D. Lowrey
Donald L. Bowen
Its Board of Public Works

Approved by

Joan H. Langan
Mayor

Approved as to Form and Legality

Joan H. Langan
Associate City Attorney

CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned,

BOWEN ENGINEERING CORPORATION

as principal, and

SEABOARD SURETY COMPANY

as surety, are held and firmly bound unto the State of Indiana, for the benefit of the City of Fort Wayne, Indiana, hereinafter called the Owner, in the penal sum of

One-Million, Two-Hundred Ninety-Two Thousand,

Twenty-Four

Dollars (\$1,292,024.00)

for the payment of which we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Dated this _____ day of _____, 19 ____.

The condition of this obligation is such that whereas the above named principal did, on the _____ day of _____, 19 ____, enter into a contract with the Owner, by the terms of which said Principal agreed to furnish all labor, materials, equipment and supplies for the construction of

LARGE SCALE DEMONSTRATION OF TREATMENT
OF STORM-CAUSED OVERFLOW BY
THE SCREENING METHOD - SECTION FIVE

for the Owner, as described and defined in said contract and in the specifications and drawings which are a part thereof, ready for continuous and successful operation, within the time stipulated in said contract for the completion of said work, for the sum of

One-Million, Two-Hundred Ninety-Two Thousand, Twenty-Four

Dollars (\$1,292,024.00)

and to remove and replace any defective or unsuitable equipment or structure at the expense of said principal which may be apparent or may develop from inferior workmanship or material within one (1) year from the date of final acceptance of the above described work, which contract is made a part of this bond the same as though set forth herein.

Now, if said principal shall well and faithfully do and perform the things agreed by it to be done and performed according to the terms of said contract, and shall pay all lawful claims or indebtedness which may accrue, by operation of law or otherwise, to any person, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing and completing of said contract; we agreeing and assenting that this undertaking directly inures to the benefit of sub-contractors, laborers, material men and those performing service on account of or directly in connection with the completion of said contract, as well as for the obligee herein; then this obligation shall be void, otherwise the same shall remain in full force and effect; and said Surety for value received hereby stipulates and agrees that no change, extension of time,

alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligation on this bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or the specifications.

No change, modification, omission, or addition in and to the terms or conditions of said contract, plans, specifications, drawings, or profile, or any irregularity or defect in said contract or in the proceedings preliminary to the letting and awarding thereof shall in any wise affect or operate to release or discharge said surety and the provisions and conditions of Chapter 258 of the Acts of the General Assembly of Indiana of 1933 shall be, operate as, and become a part of the terms of this bond and said contract the same as if incorporated herein.

IN WITNESS WHEREOF, we have this _____ day of _____, 19____, affixed our signatures and corporate seals to _____ 4 _____ executed original counterparts of this bond.

BOWEN ENGINEERING CORPORATION

Principal

By Robert L. Bowen, Pres.
Authorized Agent

SEABOARD SURETY COMPANY

Surety

By James W. Good
Attorney-in-Fact

STATE OF Indiana)
COUNTY OF Marion) SS:

Before me, a Notary Public in and for said County and State, came
Robert L. Bowen, President of Bowen Engineering Corp. as Principal, and
James W. Good, Attorney-in-Fact, for said
Seaboard Surety Company, as Surety, with both
of whom I am personally acquainted, and acknowledged that they subscribed
their signatures to the above and foregoing bond.

Subscribed and sworn to before me a Notary Public, this 19th
day of Septemeber, 19 72.

Allen M. Boanell
Notary Public

(SEAL)

My Commission Expires _____
NOTARY PUBLIC, STATE OF INDIANA
MY COMMISSION EXPIRES JAN. 6, 1974
ISSUED THRU NATIONAL NOTARY PUBLIC ASSOC.

SEABOARD SURETY COMPANY

HOME OFFICE

No. 6920

NEW YORK, NEW YORK

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SEABOARD SURETY COMPANY, a corporation of the State of New York, has made, constituted and appointed and by these presents does make, constitute and appoint Voris Lyons or F. Gordon Belles or John P. Lee or James W. Good or Charles W. Shackelford or Daniel P. Colombo or James E. McDonald,-----

of Indianapolis, Indiana, its true and lawful Attorney-in-Fact, to make, execute and deliver on its behalf insurance policies, surety bonds, undertakings and other instruments of similar nature as follows: Without Limitations.

Such insurance policies, surety bonds, undertakings and instruments for said purposes, when duly executed by the aforesaid Attorney-in-Fact, shall be binding upon the said Company as fully and to the same extent as if signed by the duly authorized officers of the Company and sealed with its corporate seal; and all the acts of said Attorney-in-Fact, pursuant to the authority hereby given, are hereby ratified and confirmed.

This appointment is made pursuant to the following By-Laws which were duly adopted by the Board of Directors of the said Company on December 8th, 1927, and are still in full force and effect:

ARTICLE VIII, SECTION 1:

"Policies, bonds, recognizances, stipulations, consents of surety, underwriting undertakings and instruments relating thereto. Insurance policies, bonds, recognizances, stipulations, consents of surety and underwriting undertakings of the Company, and releases, agreements and other writings relating in any way thereto or to any claim or loss thereunder, shall be signed in the name and on behalf of the Company

(a) by the President, a Vice President or a Resident Vice President and by the Secretary, an Assistant Secretary, a Resident Secretary or a Resident Assistant Secretary; or

(b) by an Attorney-in-Fact for the Company appointed and authorized by the President or a Vice President to make such signature; or

(c) by such other officers or representatives as the Board may from time to time determine.

The seal of the Company shall if appropriate be affixed thereto by any such officer, Attorney-in-Fact or representative."

IN WITNESS WHEREOF, SEABOARD SURETY COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed and duly attested by its Assistant Secretary, this 27th day of June, 19 72.

Attest:

SEABOARD SURETY COMPANY,

By

(Seal) Catherine M. Bertelsen
Assistant Secretary

R. P. Scaglione
Vice-President

STATE OF NEW YORK }
COUNTY OF NEW YORK } ss.:

On this 27th day of June, 19 72, before me personally appeared R. P. Scaglione Vice-President of SEABOARD SURETY

COMPANY, with whom I am personally acquainted, who, being by me duly sworn, said that he resides in the State of New York; that he is Vice-President of SEABOARD SURETY COMPANY, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto as Vice-President of said Company by like authority.

State of New York

No. 43-8468870 Qualified in Richmond County

Cert. filed in New York County

Commission Expires March 30, 1974

(Seal)

Margaret M. Quinlan

Notary Public

C E R T I F I C A T E

I, the undersigned Assistant Secretary of SEABOARD SURETY COMPANY do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this Certificate and I do further certify that the Vice President who executed the said Power of Attorney was one of the Officers authorized by the Board of Directors to appoint an attorney-in-fact as provided in Article VIII, Section 1, of the By-Laws of SEABOARD SURETY COMPANY.

This Certificate may be signed and sealed by facsimile under and by authority of the following resolution of the Board of Directors of SEABOARD SURETY COMPANY at a meeting duly called and held on the 25th day of March 1970.

"RESOLVED: (2) That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Article VIII, Section 1, of the By-Laws appointing and authorizing an attorney-in-fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Article VIII, Section 1, with like effect as if such seal and such signature had been manually affixed and made, hereby is authorized and approved."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Company to these presents this 19 day of SEPTEMBER, 19 72.



Ellen M. Sala
Assistant Secretary